

ORIGINAL

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EX PARTE OR LATE FILED

RECEIVED

October 26, 2001

JUL - 9 2002

FEDERAL COMMUNICATIONS COMMISSION
OFFICE OF THE SECRETARY

Mr. Michael K. Powell
Federal Communications Commission
445 12th Street, SW
Washington, DC 20554

RE: Proposed Bid by EchoStar Communications Corp. to buy DirectTV
I strongly urge you to NOT approve this merger.

Dear Mr. Powell:

I am appalled at the fact that EchoStar, dba Dish Network, wants to buy another television satellite company, which would not only provide EchoStar with a monopoly on this industry, but would create an even more horrendous situation: subjecting DirectTV customers to EchoStar's abysmal customer service policies, illegal business practices, and lack of ethics. It would be a travesty of justice and basic decency to thrust EchoStar and its felonious business dealings upon the unsuspecting customers of DirectTV.

Please see another letter describing my latest excursion into hell with EchoStar. It has been my experience dealing with this company that they are crooks, liars, thieves, and extortionists. Please don't allow them to multiply.

Thank you for your time.

Sincerely,

Toni Dockter
Toni Dockter

cc: Henry Mariani
Charlie Ergen, EchoStar
Odie Donald, DirectTV
Federal Trade Commission Bureau of Consumer Protection
Federal Communications Commission, Consumer Complaints
Attorney General, State of Colorado, Consumer Protection Dept.
Better Business Bureau, State of Colorado
Al Lewis, Denver Post
Mark Schwanhausser, San Jose Mercury News
National Cable and Telecommunications Association

No. of Copies rec'd 071
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*Toni Dockter
3672 Hardin Way Soquel, CA 95073
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October 25, 2001

Credit Bureau Enterprises
3362 University Avenue
P.O. Box 2635
Waterloo, IA 50704-2635

RE: Dish Network Account Number 8255909055894791
Dispute of Validity of Claim for \$160.02
Attached Letter from Ms. Amberly Cavalier,
EchoStar Communications, dated 10/05/01

Dear Credit Bureau People:

First: Is Credit Bureau Enterprises owned and/or operated by and/or affiliated with Dish Network/Echo Star Communication Corp.?

Second: **WE DO NOT OWE DISH NETWORK ANY MONEY.
They owe us.**

Once again Dish Network, in their vast ability to be stupid and engage in despicable business practices, has erroneously sent our account to your agency.

In the above-referenced letter, Ms. Cavalier claims that the \$160.02 owed is because we canceled a contract (I'm calling it an "alleged" contract) for 12 months service. When I activated our account (which means the billing starts regardless of whether or not you're receiving the Dish Network signal into your house, i.e., actual service), I agreed to have our account assessed \$240.00 should we cancel the alleged contract. I did not anticipate anything to go wrong. We wanted (still would like to have) cable TV. Very important point: **I DID NOT agree to pay Dish \$240 EVEN IF WE RECEIVED NO SERVICE just for the sheer please of doing business with them.**

We paid the first two months of programming of \$79.98 before we had put the dish on our roof. Dish Network credited the \$79.98 against the \$240.00 which is how the amount of \$160.02 was established by Dish as what they think we owe. I take that back. I don't really think Dish thinks we owe that money. I think they just want to jerk my chain since I have caused them embarrassment and time, written many consumer agencies regarding their deplorable customer service policies, and have gone on record with the FCC, the U.S. Attorney General's office, and other political offices many times opposing the merger of EchoStar Communications with DirectTV. But that is a whole other issue and not really pertinent to this issue at hand.

The following paragraph is extremely important. Please try to understand it.

The issue at hand is a valid contract between us and Dish. Dish did NOT deliver as promised in their end of the deal, meaning we were never

able to receive service (i.e., a transmission signal from Dish.) *Consequently, **THERE IS NO VALID CONTRACT.*** Since we were not able to receive even one second of cable television programs into our house due to Dish's faulty technology or faulty technical help of the Dish rep, ***WE ARE NOT IN CONTRACTUAL DEFAULT. Dish Network is.***

Of course we canceled the alleged contract. ***Nobody in his/her right mind would continue to pay \$39.99 per month for NOTHING.***

In a conversation with Ms. Amberly Cavalier on 10/11/01 to discuss her disgusting letter of 10/05, ***she admitted that we did not receive service from Dish.*** Therefore, the statement in her letter "... the time you *allege* to have been without service..." is a load of crap. There is nothing "alleged" about it. We got nothing. And Dish knows that. And now they say we owe THEM money? That's what I mean about deplorable/disgusting/despicable business practices. *You don't get paid for providing nothing.*

I have explained all this in over 20 correspondences/e-mails/faxes/phone calls to Dish and Echo Star people over the last 6 months but THEY CONTINUE TO HARASS US!. Again, that's what I mean about deplorable/disgusting/despicable business practices.

Per the attached letter from Ms. Cavalier, in order for me to get the \$160.02 removed from your collections agency, I have to sign the letter and admit that everything I have been saying is a sham and that Dish is doing me a favor and out of the kindness of their heart they will drop the charges. THIS IS AN INCREDIBLE LOAD OF CRAP. That's what I mean about deplorable/disgusting/despicable business practices.

I cannot sign this letter. To do so would say that I am lying, that we did receive service from Dish and we just wanted to get out of the 12 months contract. ***This is patently untrue.*** We did not want to get out of the contract with Dish, hence the reason we paid 2 monthly bills before we ever got the dish installed on our roof to try to establish signal transmission.

In addition I cannot sign this letter because to do so would admit I have been trying to rip money off Dish by first asking them to refund the \$79.98 and then trying to keep the \$199 for the dish. ***This is also patently untrue.*** ***Dish owes us \$79.98 fair and square.*** The \$199 check that we cashed was because ***the dish was free,*** according to the deal we entered into through an authorized dealer of Dish in an internet auction on u-bid.com for the dish and cable TV service. As stated in the promotional materials from the dealer, Marketing Products, Inc. (of Ferrysburg, Michigan), we were supposed to get the \$199 check from Dish Network as reimbursement because Marketing Products, Inc. charged our Discover card for the dish as a "refundable deposit." (See attached M.P.I. paperwork and Discover card statement. \$238 = \$199 for the dish and \$39 for shipping). Then Dish paid us back. If Dish wants their \$199 back, they should get it from M.P.I., their dealer, not from us. By the way, I returned the dish to M.P.I. which U.P.S. has verified that they received.

I don't think Dish knows what the terms were of the promotional package we entered into. Ms. Cavalier claims that M.P.I. is a third party retailer and we should deal directly with them. Again, that's a load of crap. M.P.I. is an affiliate/sales rep/distributor/subcontractor (or whatever) *in association with Dish*, or we would never have received the \$199 check from Dish in the first place. And we would never have

been billed by Dish. **We entered into an agreement for CABLE TV PROGRAMMING -- not a dish -- and that comes from Dish.**

By Dish Network/Echo Star Communications having the audacity to send us to your collections agency again is nothing less than harassment, and by Ms. Cavalier sending me the letter to sign to get the account cleared when I have done nothing wrong "contractually," is **SHEER EXTORTION.**

Ms. Cavalier has a bone to pick with me because I have written many unflattering letters to Dish/Echo Star, accusing them of being morons among other things, which is clear to me they are, including Ms. Cavalier. I think she is trying to punish me for writing the letters, hence, she sent our account to a collections agency. However, I can't say for sure what her motivations are. She could just be sadistic.

The bottom line to this whole mess: Does anybody with half a brain think a customer has to pay \$240 for NOTHING RECEIVED??

You can check with Ms. Cavalier regarding our telephone conversation on 10/11/01 and see if she will admit that she stated she thinks we got no service. If she denies this, she is lying.

To prove the veracity of what I am saying about no service, you are welcome to send an independent cable television dish installer out to our house to verify that indeed we cannot get a transmission signal (possibly due to the 150 foot eucalyptus trees in our backyard). OR -- here's another possibility of what happened why we got no service: My husband thinks the technical rep at Dish whom he called to get assistance to install the dish lied to him about the coordinates at which to set the dish. He thinks she did this in order to get a commission or some kind of compensation/brownie points for selling the installation service. (You'll have to ask Dish if they have a policy rewarding tech reps for selling installation services.) When my husband set the dish he didn't even get a faint signal. He got no signal whatsoever. My husband maintains that if the coordinates provided by Dish were correct, he should have received at least a weak transmission. When my husband informed the rep of the failure to receive any signal, the tech rep quickly said, "I can send a professional installer out for \$200." My husband said forget it. **In either scenario, we got no service.**

In the meantime, I cannot say emphatically enough that **WE DO NOT OWE DISH NETWORK** one penny and in fact they still owe us \$79.98. By not returning this money, they are stealing from us, not the other way around. I consider us to be recipients of Dish Network/Echo Star Communications' pattern of despicable and illegal business practices -- i.e., fraud, extortion, harassment, thievery, lies, loads of crap, wasting my time, and giving me headaches.

How much can a person stand? I have said it before and I will say it again: **dealing with Dish Network/Echo Star Communications is like wallowing in hell.**

Thank you for your time.

Sincerely,


Toni Dockter

cc: My usual list

REGARDING: DISH NETWORK

Hours of operation: 8:00 a.m. - 9:00 p.m. CT Monday-Friday
8:00 a.m. - 5:00 p.m. CT Saturday

YOUR ACCOUNT NUMBER: 8255909055894791
TOTAL AMOUNT DUE: \$160.02

10/08/01

Dear ROGER DOCKTER and TONI:

DISH NETWORK records indicate that your balance of \$160.02 is past due. Please make payment in the full amount and return in the enclosed envelope. If you would like to arrange payment by phone, or have any question regarding this notice, please call us at (888)432-0130.

Failure to pay or provide a valid dispute in writing may result in this account being reported to one or more of the national credit bureaus.

Service Address: 3672 HARDIN WY, SOQUEL, CA 95073-2749

Unless you notify this office within thirty (30) days after receiving this notice that you dispute the validity of this debt or any portion thereof, this office will assume this debt is valid. If you notify this office in writing within thirty (30) days from receiving this notice, this office will: obtain verification of the debt or obtain a copy of a judgment and mail you a copy of such judgment or verification. If you request this office in writing within thirty (30) days after receiving this notice, this office will provide you with the name and address of the original creditor if different from the current creditor. This is an attempt to collect a debt; any information obtained will be used for that purpose. This communication is from a debt collector.

Para información en español por favor llame al número (877)585-3597.

Disconnect Date	Name/Serial #	Service	Amount	Other Charges Due	Current Balance
01 05/14/01		CASH AMOUNT OWED	\$160.02	\$0.00	\$160.02
TOTAL AMOUNT DUE ON 1 SERVICE:					\$160.02

See reverse side for payment options.
Please denote change of address.

cbe13a - 02

PLEASE DETACH AND MAIL BOTTOM PORTION WITH YOUR PAYMENT

003366080-02-001019
3362 UNIVERSITY AVE
PO BOX 2635
WATERLOO, IA 50704-2635
Change Service Requested

10/08/01 301
CS Number: 05-003366080
Your Account Number: 8255909055894791
Please Pay This Amount: \$160.02
Make checks payable to DISH NETWORK
Amount Enclosed: \$
\$20.00 service charge will be added to all returned checks

#BYNNXDP 6312 / 000
#05 0033660809#
DOCKTER, ROGER / TONI
3672 HARDIN WY
SOQUEL, CA 95073-2749

DISH NETWORK
DEPT.0063
PALANTINE, IL 60055-0063

825590905589479100160028



ECHOSTAR COMMUNICATIONS CORPORATION

October 5, 2001

Ms. Toni Dockter
3672 Hardin Way
Soquel, California 95073

RE: Dish Network Account #8255909055894791
Ongoing Billing Dispute

Dear Ms. Dockter,

I am in receipt of return correspondence dated September 4, 2001. Your correspondence again reiterated your concerns with what had transpired but did not address the issue of your acceptance of promotional requirements and receipt of corresponding rebate. These issues have direct impact on the decline of your request for refund of \$79.98. I have detailed below our position and make recommendation of resolution. I do hope you will give this matter open consideration, putting aside your personal feelings toward the previous handling of this matter.

It is my understanding from your correspondence, our internal documentation, and my discussions with our staff to whom you've previously spoken that you purchased equipment, for an undisclosed amount, from a third party retailer with whom you were dissatisfied following receipt of the equipment. Furthermore, it is my understanding that although you insist you were never able to install the equipment or receive programming, you did cash a rebate check which (i) detailed the promotional rules and (ii) noted that by cashing the check you agreed to maintain a particular level of programming for twelve (12) consecutive months.

Our records indicate that check #60922449 in the sum of \$199.00 was issued on February 21, 2001 and cashed by you on or about March 19, 2001. Cashing of that check was acknowledgement and agreement to the terms and conditions of the promotion. I do not show that you have returned those monies and per the promotional requirements to which you agreed, you are now in default of that contract. As noted in the promotional rules, the early termination of this contracted resulted in application of a \$240 fee on your account.

We do understand your frustration in working with the independent retailer identified as Marketing Products, Inc., however, your purchase with them is a third party matter which we cannot affect and your assumption that you can keep the rebate from Dish Network in lieu of addressing your concern to the retailer is not accurate. Your contractual default with Dish Network is not negated by your dispute with the retailer and your failure to return the rebated funds is a violation of the contract agreed to by cashing our check.

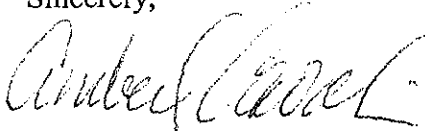
October 5, 2001

Page 2

Dish Network is willing to apply the \$79.98 payment originally rendered against the \$240.00 fee legitimately due by way of your contractual default, and will consent to write off the remaining \$160.02 of said fee. Further, our collection agency has confirmed that the \$77.71 in programming fees assessed for the additional time you allege to have been without service has been removed from your account. This results in your retaining \$120 to which you were not entitled but which we are willing to forego as an act of good faith.

By accepting this proposal your account balance shall be taken to zero, confirmation of such would be supplied and this matter thereby resolved. We feel this is a fair and reasonable offer considering the circumstances and do hope you will feel the same way. Please signify your agreement by your signature below and return copy to my attention.

Sincerely,



Amberly Cavalier
Resolutions Manager
Office of the President

ACCEPTED AND AGREED:

Toni Dockter

Date

Closing Date: January 27, 2001

page 2 of 4

Handise/Retail	Jan 12	Jan 12	OSH 0290 EL CAMINO SANTA CLARA CA	36.14
	Jan 15	Jan 15	HOME DEPOT #640 SUNNYVALE CA	24.62
	Jan 15	Jan 15	HOME DEPOT #640 SUNNYVALE CA	40.99
	Jan 16	Jan 16	HOME LUMBER CO. WHITEWATER WI	249.45
	Jan 16	Jan 16	HOME DEPOT #640 SUNNYVALE CA	24.53
	Jan 17	Jan 17	HOME DEPOT #640 SUNNYVALE CA	21.54
	Jan 19	Jan 19	HOME DEPOT #640 SUNNYVALE CA	23.05
	Jan 20	Jan 20	SEARS ROEBUCK 2308 SANTA CRUZ CA	11.84
	Jan 21	Jan 21	SEARS ROEBUCK 2308 SANTA CRUZ CA	107.74
	Jan 22	Jan 22	FRY'S ELECTRONICS #6 CAMPBELL CA	43.18
	Jan 22	Jan 22	HOME DEPOT #640 SUNNYVALE CA	18.98
	Jan 22	Jan 22	HOME DEPOT #640 SUNNYVALE CA	55.62
	Jan 23	Jan 23	HOME DEPOT #640 SUNNYVALE CA	33.96
	Jan 23	Jan 23	CO *UBID 888-900-8243 CA	22.77
	Jan 23	Jan 23	MPI 800 837 4528 FERRYBURG MI DASH	238.00
Gas/Automotive	Jan 15	Jan 15	UNION 76 SOQUEL CA	407.19
Services	Dec 29	Dec 29	SOLUTIONS4SURE.COM 800-6969333 CT	11.61
	Jan 6	Jan 6	SHIP SWANSON HLTH PROD 800-437-4148 ND	27.47
	Jan 18	Jan 18	AOL ONLINE SERVICE 010 800-679-9444 VA	21.95
	Jan 20	Jan 20	THE REGISTER GARD SVCE 800-347-3355 UT	45.00
Supermarkets	Dec 29	Dec 29	NOB HILL #15 (CAPITOLA CAPITOLA CA	56.47
	Jan 3	Jan 3	NEW LEAF COMMUNITY MKT CAPITOLA CA	92.62
	Jan 3	Jan 3	QUIK STOP MARKET #78 O SOQUEL CA	26.23
	Jan 5	Jan 5	TRADER JOE'S # 440641 CAPITOLA CA	71.56
	Jan 5	Jan 5	PURITAN'S PRIDE VITAMI 800-645-9584 NY	36.47
	Jan 8	Jan 8	NOB HILL #15 (CAPITOLA CAPITOLA CA	61.81
	Jan 8	Jan 8	QUIK STOP MARKET #78 O SOQUEL CA	19.72
	Jan 12	Jan 12	NOB HILL #15 (CAPITOLA CAPITOLA CA	23.03
	Jan 13	Jan 13	QUIK STOP MARKET #78 O SOQUEL CA	17.89
	Jan 17	Jan 17	NOB HILL #15 (CAPITOLA CAPITOLA CA	92.47
	Jan 17	Jan 17	QUIK STOP MARKET #78 O SOQUEL CA	24.02
	Jan 19	Jan 19	NEW LEAF COMMUNITY CAPITOLA CA	76.21
	Jan 20	Jan 20	QUIK STOP MARKET #78 O SOQUEL CA	17.45

Please see following page for additional information. Questions? Call 1-800-DISCOVER(1-800-847-2688)

Access your statement online at www.discovercard.comUse Where
You See

from M.P.I.

FREE! 3-Year Parts and Labor Warranty
FREE! Premium movie packages for 3 months

Total Retail value of this Package is \$648.90

IMPORTANT INFORMATION! PLEASE READ!

All winning bidders will be charged the winning bid amount by UBID. The refundable \$199.00 deposit (refunded by DISH Network to you!) and the \$39.00 shipping and handling fee will be charged by Marketing Products, Inc. (authorized DISH Network dealer). Winning a bid indicates your acceptance of the terms and conditions of this offer; please read them carefully before you place your bid. In order for this offer to be processed electronically, a correct e-mail address is critical. This offer requires a subscription to the DISH Network One-Rate program. New DISH Network subscribers only.

★
• How To Get Your \$199 Refundable Deposit Back with the DISH Network One-Rate Program

You must activate your system within 30 days from shipment with America's Top 150 (AT150 - \$39.99 per month) or America's Top 100 (AT100 - \$29.99 per month) plus any other programming which brings your monthly total to \$39.99. This qualifies you to ask for the Dish Network One-Rate Program and the refund of your \$199 deposit. The \$199 rebate will be paid **TO YOU** by DISH Network within 4-6 weeks after you pay your first billing statement in full. Remember, you must maintain One-Rate programming for a minimum of 12 months without disconnection, downgrade or interruption of service for any reason. You can still pay your programming bills monthly. Programming commitments apply to programming charges only. DISH Entertainment Magazine, additional outlets, WebTV, ISP, or data-related service charges do not apply. Participation in the One-Rate program is a requirement of this offer and MPI, not DISH Network. **Failure to participate in the One-Rate program will result in the forfeiture of the \$199 rebate from Dish Network and the \$150 in uBid Cash. The winning bidder's credit card name and address MUST match the subscriber's name and installation address.** Call DISH Network at 800-333-DISH(3474) for the latest One-Rate terms and conditions. Other questions? Drop us an e-mail <mailto:customerservice@marketingproducts.com>.

• How To Get Your FREE \$150 in uBid Cash

All you need to do is send a copy of your DISH Network One-Rate rebate check (comes via mail from DISH Network 4-6 weeks after you pay your first billing statement in full) to MPI. Once MPI has received your redemption form, a copy of your rebate check and electronic verification of your activation from DISH Network, your \$150 uBid Cash (check from MPI) will be forwarded to you at no charge. Redemption details will be in your system box. Questions? Drop us an e-mail <mailto:customerservice@marketingproducts.com>.